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COUNTY OF LOS ANGELES

SHERIFF'S DEPARTMENT

"A Tradition of Service Since 1850"

DATE: August 23, 2017
FILE No. 2403564
ARB No. 174-16

for

OFFICE CORRESPONDENCE

FROM: CHRISTINE ROAM, SERGEANT
ADVOCACY UNIT

TO: JOSIE S. WOOLUM, CAPTAIN
INTERNAL AFFAIRS BUREAU

SUBJECT: EVA ROBLES, DEPUTY SHERIFF, EMPLOYEE NO. [redacted]

On May 18, 2016, Deputy Eva Robles received her Letter of Intent notifying her that it was the intention of the Department to suspend her without pay from her position of Deputy Sheriff, Item No. 2708A, with this Department for a period of four (4) days.

On May 20, 2016, Deputy Robles filed a grievance with the Department appealing her four (4) day suspension. A settlement agreement was offered to Deputy Robles, however, she rejected the offer. Chief Denham modified the grievant's suspension from four suspension days to a two day suspension.

On September 14, 2016, Deputy Robles received her Letter of Imposition notifying her that she was suspended without pay from her position of Deputy Sheriff, Item No. 2708A, with the Department for a period of two (2) days effective September 19, 2016 through September 20, 2016.

On September 29, 2016, Deputy Robles appealed her two (2) day suspension to the Employee Relations Commission. On November 21, 2016, the Employee Relations Commission granted Deputy Robles an arbitration.

On August 22, 2017, the Department and Deputy Robles entered into a Settlement Agreement wherein the two (2) day suspension already imposed will be reduced to a written reprimand.

Deputy Robles will be reimbursed for the two (2) days she served from September 19, 2016 through September 20, 2016, as soon as practicable pursuant to the provisions of the County Code.

The Letter of Imposition issued to Deputy Robles on September 14, 2016, will be rescinded and a written reprimand will be issued. The written reprimand will be for a violation of Manual of Policy and Procedures Section 3-01/050.10, Performance to Standards.

Both parties agree and understand that Deputy Robles' records will reflect that a written reprimand was imposed and may be used for the purposes of demonstrating "progressive discipline."

Please make any necessary changes in your records and to PRMS to reflect the attached Settlement Agreement and Written Reprimand. If you have any questions regarding this matter, please contact me at [redacted]

CR:liz

Attachments



In the matter of the 2-Day Suspension of Deputy Eva Robles, #[redacted]	STIPULATED SETTLEMENT AGREEMENT ARB 174-16

PRELIMINARY STATEMENT

This agreement is entered into between the Los Angeles County Sheriff's Department (hereinafter referred to as "Department") and Deputy Eva Robles, Employee Number [redacted] (hereinafter referred to as "Deputy Robles").

RECITALS

The Department and Deputy Robles are interested parties in Los Angeles County Employee Relations Arbitration No. 174-16 arising from the investigation under Internal Affairs Bureau No. 2403564. Both desire to resolve all disputes arising as the result of that investigation, and to avoid litigation and further administrative process upon the terms and conditions hereinafter set forth.

NOW THEREFORE, the Department and Deputy Robles for and in consideration of the mutual covenants herein, agree as follows:

1. Upon execution of this agreement, the two (2) day suspension already imposed will be reduced to a written reprimand.

2. Deputy Robles will be reimbursed for the two (2) days she served from September 19, 2016 through September 20, 2016, as soon as practicable pursuant to the provisions of the County Code.

3. The Letter of Imposition issued to Deputy Robles on September 14, 2016 will be rescinded and a written reprimand will be issued. The written reprimand will be for a violation of Manual of Policy and Procedures Section 3-01/050.10, Performance to Standards.

4. Both parties agree and understand that Deputy Robles' records will reflect that a written reprimand was imposed and may be used for the purposes of demonstrating "progressive discipline."

5. Moreover, Deputy Robles agrees to waive all rights in IAB Case Number 2403564 pursuant to Skelly v. State Personnel Board (1975) 15 Cal.3d 194 Cal.Rptr. 14.

6. Deputy Robles further agrees to immediately file a withdrawal of

her arbitration before the Employee Relations Commission, Arbitration No. 174-16. Additionally, she agrees to waive any and all future administrative and/or judicial remedies with respect to the modified discipline, and also waives any administrative or judicial remedies with respect to any imposition of discipline set forth above. This waiver shall include, but not be limited to, appeals to the Los Angeles County Civil Service Commission and/or the Los Angeles County Employee Relations Commission and/or any court of law.

7. The parties further agree that this settlement shall not be considered, cited or used in future disputes as establishing past precedent or past employment practice. This Agreement resolves the dispute between Deputy Robles and the Department, and is not to be applied to any other facts or disputes.

8. In consideration of the terms and conditions set forth herein, Deputy Robles agrees to fully release, acquit and forever discharge the County, and all present and former officers, employees and agents of the County and their heirs, successors, assigns and legal representatives from any and all liability whatsoever for any and all claims arising out of or connected with the employment relationship between the County and Deputy Robles concerning the subject matter referred herein. Additionally, Deputy Robles specifically acknowledges that she has not been the subject of discrimination, harassment or retaliation in any form, including, but not limited to, discrimination, harassment, or retaliation based upon age, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, parental status, or sex, and that he has no claim against the Department for any such discrimination, whether any such claim is presently known or not known by her.

9. Deputy Robles further agrees to relinquish and expressly waives all rights conferred upon her by the provisions of California Civil Code Section 1542, which reads as follows:

> *"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."*

10. Each party hereto represents and agrees that she or it has carefully read and fully understands all of the provisions of the Agreement, and that she or it is voluntarily entering into this Agreement without any duress or undue influence on the part of or on behalf of any party.

11. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy or facsimile transmission of the Agreement, including signatures, shall be deemed to constitute evidence of the Agreement having been executed.

12. The date of the last signature placed hereon shall hereinafter be known as the "date of execution" and the "effective date" of this Agreement.

13. The parties agree that the foregoing comprises the entire agreement between the parties and that there have been no other promises made by any party. Any modification of this agreement must be in writing.

I have read the foregoing Settlement Agreement and I accept and agree to the provisions contained herein and hereby execute it voluntarily and with full understanding of its consequences. I further acknowledge that I have been afforded the opportunity to consult with legal counsel prior to signing this agreement.

Deputy Eva Robles, #[redacted] — Date: 8·22·17

Sherry Lawrence, Attorney
Green & Shinee — Date: 8/22/17

For the Department:

Chris Perez, Captain
East Los Angeles Station — Date: 8-22-17

COUNTY OF LOS ANGELES

SHERIFF'S DEPARTMENT

DATE: August 8, 2017
FILE NO. IAB #2403564

OFFICE CORRESPONDENCE

FROM: CHRIS J. PEREZ, CAPTAIN
EAST LOS ANGELES STATION

TO: EVA ROBLES, DEPUTY
EAST LOS ANGELES STATION

SUBJECT: **WRITTEN REPRIMAND**

On or about October 8, 2014, you were involved in a tactical incident which culminated in a deputy-involved shooting. During the incident, the suspect ran on foot while you (passenger) and your partner (driver) followed him in your radio car. At no time did you initiate a radio broadcast to alert other units or station of your status, nor did you request additional resources. You failed to identify and properly assess a high risk situation by following the potentially-armed suspect into an alley that provided limited cover and/or avenues of escape. Your actions violated the following sections of the Department's Manual of Policies and Procedures:

- 3-01/050.10 - Performance to Standards

You are hereby reprimanded for your conduct in this incident and advised that future violations of a similar nature may result in more severe discipline.

Deputy Eva Robles, #[redacted] — Date: 8-22-17

Chris J. Perez, Captain
East Los Angeles Station — Date: 8-22-17

COUNTY OF LOS ANGELES

SHERIFF'S DEPARTMENT

"A Tradition of Service Since 1850"

DATE: August 23, 2017
FILE No. 2403564
ARB No. 175-16

OFFICE CORRESPONDENCE

FROM: CHRISTINE ROAM, SERGEANT
ADVOCACY UNIT

TO: JOSIE S. WOOLUM, CAPTAIN
INTERNAL AFFAIRS BUREAU

SUBJECT: EDWARDO SANCHEZ, DEPUTY SHERIFF, EMPLOYEE NO.[redacted]

On May 18, 2016, Deputy Edwardo Sanchez received his Letter of Intent notifying him that it was the intention of the Department to suspend him without pay from his position of Deputy Sheriff, Item No. 2708A, with this Department for a period of five (5) days.

On May 25, 2016, Deputy Sanchez filed a grievance with the Department appealing his five (5) day suspension. A settlement agreement was offered to Deputy Sanchez, however, he rejected the offer. Chief Denham modified the grievant's suspension from five suspension days to four suspension days.

On September 15, 2016, Deputy Sanchez received his Letter of Imposition notifying him that he was suspended without pay from his position of Deputy Sheriff, Item No. 2708A, with the Department for a period of four (4) days effective September 27, 2016 through September 30, 2016.

On September 25, 2016, Deputy Sanchez appealed his four (4) day suspension to the Employee Relations Commission. On November 21, 2016, the Employee Relations Commission granted Deputy Sanchez an arbitration.

On August 22, 2017, the Department and Deputy Sanchez entered into a Settlement Agreement wherein the four (4) day suspension already imposed will be reduced to a written reprimand.

Deputy Sanchez will be reimbursed for the four (4) days he served from September 27, 2016 through September 30, 2016, as soon as practicable pursuant to the provisions of the County Code.

The Letter of Imposition issued to Deputy Sanchez on September 15, 2016, will be rescinded and a written reprimand will be issued. The written reprimand will be for a violation of Manual of Policy and Procedures Section 3-01/050.10, Performance to Standards.

Both parties agree and understand that Deputy Sanchez' records will reflect that a written reprimand was imposed and may be used for the purposes of demonstrating "progressive discipline."

Please make any necessary changes in your records and to PRMS to reflect the attached Settlement Agreement and Written Reprimand. If you have any questions regarding this matter, please contact me at (323) 890-5413.

CR:liz

Attachments



In the matter of the 4-Day Suspension of)
Deputy Edwardo Sanchez, #[redacted])

STIPULATED SETTLEMENT AGREEMENT

ARB 175-16

PRELIMINARY STATEMENT

This agreement is entered into between the Los Angeles County Sheriff's Department (hereinafter referred to as "Department") and Deputy Edwardo Sanchez, Employee Number [redacted] (hereinafter referred to as "Deputy Sanchez").

RECITALS

The Department and Deputy Sanchez are interested parties in Los Angeles County Employee Relations Arbitration No. 175-16 arising from the investigation under Internal Affairs Bureau No. 2403564. Both desire to resolve all disputes arising as the result of that investigation, and to avoid litigation and further administrative process upon the terms and conditions hereinafter set forth.

NOW THEREFORE, the Department and Deputy Sanchez for and in consideration of the mutual covenants herein, agree as follows:

1. Upon execution of this agreement, the four (4) day suspension already imposed will be reduced to a written reprimand.

2. Deputy Sanchez will be reimbursed for the four (4) days he served from September 27, 2016 through September 30, 2016, as soon as practicable pursuant to the provisions of the County Code.

3. The Letter of Imposition issued to Deputy Sanchez on September 15, 2016 will be rescinded and a written reprimand will be issued. The written reprimand will be for a violation of Manual of Policy and Procedures Section 3-01/050.10, Performance to Standards.

4. Both parties agree and understand that Deputy Sanchez' records will reflect that a written reprimand was imposed and may be used for the purposes of demonstrating "progressive discipline."

5. Moreover, Deputy Sanchez agrees to waive all rights in IAB Case Number 2403564 pursuant to Skelly v. State Personnel Board (1975) 15 Cal.3d 194 Cal.Rptr. 14.

6. Deputy Sanchez further agrees to immediately file a withdrawal of

his arbitration before the Employee Relations Commission, Arbitration No. 175-16. Additionally, he agrees to waive any and all future administrative and/or judicial remedies with respect to the modified discipline, and also waives any administrative or judicial remedies with respect to any imposition of discipline set forth above. This waiver shall include, but not be limited to, appeals to the Los Angeles County Civil Service Commission and/or the Los Angeles County Employee Relations Commission and/or any court of law.

7. The parties further agree that this settlement shall not be considered, cited or used in future disputes as establishing past precedent or past employment practice. This Agreement resolves the dispute between Deputy Sanchez and the Department, and is not to be applied to any other facts or disputes.

8. In consideration of the terms and conditions set forth herein, Deputy Sanchez agrees to fully release, acquit and forever discharge the County, and all present and former officers, employees and agents of the County and their heirs, successors, assigns and legal representatives from any and all liability whatsoever for any and all claims arising out of or connected with the employment relationship between the County and Deputy Sanchez concerning the subject matter referred herein. Additionally, Deputy Sanchez specifically acknowledges that he has not been the subject of discrimination, harassment or retaliation in any form, including, but not limited to, discrimination, harassment, or retaliation based upon age, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, parental status, or sex, and that he has no claim against the Department for any such discrimination, whether any such claim is presently known or not known by him.

9. Deputy Sanchez further agrees to relinquish and expressly waives all rights conferred upon him by the provisions of California Civil Code Section 1542, which reads as follows:

> *"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."*

10. Each party hereto represents and agrees that he or it has carefully read and fully understands all of the provisions of the Agreement,

and that he or it is voluntarily entering into this Agreement without any duress or undue influence on the part of or on behalf of any party,

11. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy or facsimile transmission of the Agreement, including signatures, shall be deemed to constitute evidence of the Agreement having been executed.

12. The date of the last signature placed hereon shall hereinafter be known as the "date of execution" and the "effective date" of this Agreement.

13. The parties agree that the foregoing comprises the entire agreement between the parties and that there have been no other promises made by any party. Any modification of this agreement must be in writing.

I have read the foregoing Settlement Agreement and I accept and agree to the provisions contained herein and hereby execute it voluntarily and with full understanding of its consequences. I further acknowledge that I have been afforded the opportunity to consult with legal counsel prior to signing this agreement.

Deputy Edwardo Sanchez, #[redacted] — Date: 8/22/17

Sherry Lawrence, Attorney
Green & Shinee — Date: 8/22/17

For the Department:

Chris Perez, Captain
East Los Angeles Station — Date: 8-22-17

COUNTY OF LOS ANGELES

SHERIFF'S DEPARTMENT

DATE: August 8, 2017
FILE NO. IAB #2403564

OFFICE CORRESPONDENCE

FROM: CHRIS J. PEREZ, CAPTAIN
EAST LOS ANGELES STATION

TO: EDWARDO SANCHEZ, DEPUTY
EAST LOS ANGELES STATION

SUBJECT: **WRITTEN REPRIMAND**

On or about October 8, 2014, you were involved in a tactical incident which culminated in a deputy-involved shooting. During the incident, the suspect ran on foot while you (driver) and your partner (passenger) followed him in your radio car. At no time did you initiate a radio broadcast to alert other units or station of your status, nor did you request additional resources. You failed to identify and properly assess a high risk situation by following the potentially-armed suspect into an alley that provided limited cover and/or avenues of escape. Your actions violated the following section of the Department's Manual of Policies and Procedures:

- 3-01/050.10 - Performance to Standards

You are hereby reprimanded for your conduct in this incident and advised that future violations of a similar nature may result in more severe discipline.

Deputy Edwardo Sanchez, #[redacted] — Date: 8/22/17

Chris J. Perez, Captain
East Los Angeles Station — Date: 8-22-17



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE



JIM MCDONNELL, SHERIFF

September 15, 2016

Date of Department Hire 03/23/2005

Deputy Edwardo Sanchez, #[redacted]
[redacted]

Dear Deputy Sanchez:

On May 18, 2016, you were served with a Letter of Intention indicating your right to respond to the Sheriff's Department's pending disciplinary action against you, as reported under IAB File Number 2403564. You were also advised of your right to review the material on which the discipline was based.

You did exercise your right to respond. After reviewing the response submitted to support your position, the Department executives have amended the recommended discipline.

You are hereby notified that you are suspended without pay from your position of Deputy Sheriff, Item No. 2708A, with this Department for a period of four (4) days effective September 27, 2016 through September 30, 2016.

An investigation under File Number IAB 2403564, conducted by Internal Affairs Bureau, coupled with your own statements, has established the following:

1. That in violation of the Manual of Policy and Procedures Sections 3-01/030.10, Obedience to Laws, Regulations and Orders, while on duty, on or about October 8, 2014, you failed to perform to the standards established for your rank of a patrol trained deputy sheriff and employ sound strategies and tactics that led up to a use of force, as evidenced by, but not limited to:

a. failing to coordinate, and/or set up a containment, as well as utilize additional resources upon observing a hand-to hand transaction of what was believed to potentially be an illegal object or substance between Suspect Romero and Suspect Jimenez; and/or,

b. failing to detain Suspect Jimenez, after witnessing his hand-to-hand transaction with Suspect Romero and/or opting to pursue Suspect Romero, allowing Suspect Jimenez to flee; and/or,

c. placing yourself and Deputy Robles in a dangerous and potentially deadly situation by failing to identify and properly assess a high risk situation by following Suspect Romero into an alley that had limited cover and/or avenues of escape and/or offered a significant advantage to an Suspect Romero and/or Suspect Jimenez (doorway, hallway, staircase, alley, open area, etc.).

Additional facts for this decision are set forth in the Disposition Worksheet, Investigative Summary and Investigative Packet which are incorporated herein by reference.

Prior to imposing this disciplinary action, I have thoroughly reviewed the incident and your record with this Department.

You will hereby take notice that any future acts of misconduct may result in more severe disciplinary action.

You may appeal the Department's action in this matter pursuant to Rule 18.01(c) of the Civil Service Rules.

The Sheriff's Department reserves the right to amend and/or add to this letter.

Sincerely,

JIM McDONNELL, SHERIFF

Original Signed

Chris J. Perez, Captain
East Los Angeles Station

Note: Attached for your convenience are excerpts of the applicable areas of the Manual of Policy and Procedures and Civil Service Rules {when applicable}.

CJP:JMR:vv

cc: Advocacy Unit
Bobby D. Denham, Chief, Central Patrol Division
Internal Affairs Bureau
Personnel Administration
East Los Angeles Station/Unit Personnel File



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

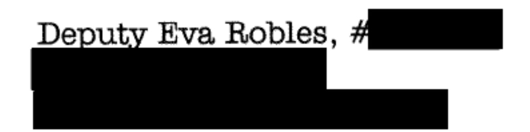
HALL OF JUSTICE



JIM MCDONNELL, SHERIFF

September 14, 2016

Date of Department Hire 06/27/2007



Deputy Eva Robles, #[redacted]
[redacted]

Dear Deputy Robles:

On May 18, 2016, you were served with a Letter of Intention indicating your right to respond to the Sheriff's Department's pending disciplinary action against you, as reported under IAB File Number 2403564. You were also advised of your right to review the material on which the discipline was based.

You did exercise your right to respond. After reviewing the response submitted to support your position, the Department executives have amended the recommended discipline.

You are hereby notified that you are suspended without pay from your position of Deputy Sheriff, Item No. 2708A, with this Department for a period of two (2) days, effective September 19, 2016 through September 20, 2016.

An investigation under File Number IAB 2403564, conducted by Internal Affairs Bureau, coupled with your own statements, has established the following:

1. That in violation of the Manual of Policy and Procedures Sections 3-01/030.10, Obedience to Laws, Regulations and Orders, and/or 3-01/050.10, Performance to Standards, while on duty, on or about October 8, 2014, you failed to perform to the standards established for your rank of a patrol trained deputy sheriff and employ sound strategies and tactics that led up to a use of force, as evidenced by, but not limited to:

a. failing to coordinate, and/or set up a containment, as well as utilize additional resources upon observing a hand-to hand transaction of what was believed to potentially be an illegal object and/or substance between Suspect Romero and Suspect Jimenez; and/or,

b. failing to detain Suspect Jimenez, after witnessing his hand-to-hand transaction with Suspect Romero and/or opting to pursue Suspect Romero, allowing Suspect Jimenez to flee; and/or,

c. failing to identify and properly assess a high risk situation by following Suspect Romero into an alley that had limited cover and/or avenues of escape and/or offered a significant advantage to Suspect Romero and/or Suspect Jimenez (doorway, hallway, staircase, alley, open area, etc.).

Additional facts for this decision are set forth in the Disposition Worksheet, Investigative Summary and Investigative Packet which are incorporated herein by reference.

Prior to imposing this disciplinary action, I have thoroughly reviewed the incident and your record with this Department.

You will hereby take notice that any future acts of misconduct may result in more severe disciplinary action.

You may appeal the Department's action in this matter pursuant to Rule 18.01(c) of the Civil Service Rules.

The Sheriff's Department reserves the right to amend and/or add to this letter.

Sincerely,

JIM McDONNELL, SHERIFF

Original Signed

Chris J. Perez, Captain
East Los Angeles Station

Note: Attached for your convenience are excerpts of the applicable areas of the Manual of Policy and Procedures and Civil Service Rules {when applicable}.

CJP:JMR:vv

cc: Advocacy Unit
Bobby D. Denham, Chief, Central Patrol Division
Internal Affairs Bureau
Personnel Administration
East Los Angeles Station/Unit Personnel File

May 18, 2016

Deputy Eva Robles, #[redacted]

Dear Deputy Robles:

You are hereby notified that it is the intention of the Sheriff's Department to suspend you without pay from your position of Deputy Sheriff, Item No. 2708A, with this Department for a period of four (4) days.

An investigation under IAB File Number 2403564, conducted by Internal Affairs Bureau, coupled with your own statements, has established the following:

1. That in violation of the Manual of Policy and Procedures Sections 3-01/030.10, Obedience to Laws, Regulations and Orders, and/or 3-01/050.10, Performance to Standards (as it relates to 3-10/050.15, Performance to Standards – Performance Associated with the Use of Force), while on duty, on or about October 8, 2014, you failed to perform to the standards established for your rank of a patrol trained deputy sheriff and employ sound strategies and tactics that led up to a use of force, as evidenced by, but not limited to:

   a. failing to communicate, coordinate, and/or set up a containment, as well as utilize additional resources upon observing a hand-to hand transaction of what was believed to potentially be an illegal object and/or substance between Suspect Romero and Suspect Jimenez; and/or,

b. failing to detain Suspect Jimenez, after witnessing his hand-to-hand transaction with Suspect Romero and/or opting to pursue Suspect Romero, allowing Suspect Jimenez to flee; and/or,

c. failing to identify and properly assess a potential tactical dilemma by following Suspect Romero into an alley that had limited cover and/or avenues of escape and/or offered a significant advantage to Suspect Romero and/or Suspect Jimenez (doorway, hallway, staircase, alley, open area, etc.).

2. That in violation of the Manual of Policy and Procedures Sections 3-01/030.10, Obedience to Laws, Regulations and Orders, and/or 3-01/050.10, Performance to Standards (as it pertains to Manual of Policy and Procedures Section 3-01/050.65, Basic Shooting Requirements), on or about, or between 2014, you failed to shoot and/or qualify with your duty weapon during the first, second, third and/or fourth trimester of 2014.

Additional facts for this decision are set forth in the Disposition Worksheet, Investigative Summary and Investigative Packet which are incorporated herein by reference.

Prior to determining this disciplinary action, I have thoroughly reviewed the incident and your record with this Department.

You have the right to grieve this disciplinary action within ten (10) business days of receipt of this letter. Your grievance procedures may be found in your classification's negotiated Memorandum of Understanding.

Failure to respond to this Letter of Intent within ten (10) business days will be considered a waiver of your right to grieve and will result in the imposition of this discipline indicated herein.

At the time of service of this letter of intent, you were provided with a copy of the material on which the discipline is based. If you are unable to access the information provided in the enclosed CD, you may contact Tamora Johnson, of Internal Affairs Bureau, at (323) 890-5098, and arrange an appointment for assistance in this regard.

The Sheriff's Department reserves the right to amend and/or add to this letter.

Sincerely,

JIM McDONNELL, SHERIFF

Original Signed

Joshua A. Bardon, Captain
East Los Angeles Station

JAB:JMR:tj

cc: Advocacy Unit
Employee Relations Unit
Bobby D. Denham, Chief, Central Patrol Division
Internal Affairs Bureau
(File # IAB 2403564)

DISPOSITION WORKSHEET

Re:	SH2368395 / IV2403564
Subject:	Eva Robles, #[redacted]
Investigator:	[redacted] Internal Affairs Bureau
Advocate:	Julia M. Valdes, Advocate

DISPOSITION OF CHARGES

The following potential charges were prepared by the Advocacy Unit. Please indicate your disposition of the potential charges, and put any additional sustained charges (with reference to the investigation) on attached sheet(s).

Potential Charge(s):

The evidence in this investigation supports the following charges:

1. That in violation of Manual of Policy and Procedures Sections 3-01/030.10, Obedience to Laws, Regulations and Orders, and/or 3-01/050.10, Performance to Standards (as it relates to 3-10/050.15, Performance to Standards – Performance Associated with the Use of Force), while on duty, on or about October 8, 2014, Deputy Robles failed to perform to the standards established for her rank of a patrol trained deputy sheriff and employ sound strategies and tactics that led up to a use of force, as evidenced by, but not limited the following:

    a. failing to communicate, coordinate, and/or set up a containment, as well as utilize additional resources upon observing a hand-to hand transaction of what was believed to potentially be an illegal object and/or substance between Suspect Romero and Suspect Jimenez; and/or,

    b. failing to detain Suspect Jimenez, after witnessing his hand-to-hand transaction with Suspect Romero and/or opting to pursue Suspect Romero, allowing Suspect Jimenez to flee; and/or,

    c. failing to identify and properly assess a potential tactical dilemma by following Suspect Romero into an alley that had limited cover and/or avenues of escape and/or offered a significant advantage to Suspect Romero and/or Suspect Jimenez (doorway, hallway, staircase, alley, open area, etc.).

2. That in violation of Manual of Policy and Procedures Sections 3-01/030.10, Obedience to Laws, Regulations and Orders, and/or 3-01/050.10, Performance to Standards (as it pertains to Manual of Policy and Procedures Section 3-01/050.65, Basic Shooting Requirements), on or about, or between 2014, Subject Robles failed to shoot and/or qualify with her duty weapon during the first, second, third and/or fourth trimester of 2014.

Evidence Reference:

____

Defenses/Conflicting Evidence:

____

Disposition:

__X__ **Charge founded as delineated**
_____ **Charge founded as modified**
_____ **Charge unresolved**
_____ **Charge unfounded**

Discipline Assessment

Review of Applicable Guidelines for discipline Section:

The Department's Guidelines for Discipline (Revised December 14, 2009) lists the following Analogous misconduct with associated disciplinary penalties:

Conduct	**Standard Discipline**
Obedience to Laws, Regulations and Orders	W/R to Discharge
Performance to Standards - Performance Associated with the Use of Force	W/R to Discharge

Basic Shooting Requirements W/R to 3 Days

Determination of Discipline:

Based upon the attached assessment of mitigating and aggravating factors, the following discipline has been determined to be appropriate. This discipline is subject to revision upon receipt of the subject's response of grievance.

_____ **Discharge**
_____ **Reduction in Rank**
_X__ **Suspension with loss of pay and benefits for __4__ days**
____ **Written Reprimand**
_____ **No discipline**

Assessment of Mitigating and Aggravating Factors:

The following describe the mitigating and aggravating factors in the determining the discipline in this investigation. Those factors include:

Intent	Truthfulness
Past Performance	Severity of Infraction
Degree of Culpability	Acceptance of Responsibility
Disciplinary History	Other Factors

Management has considered the subject's performance, which is documented in the Subject's Department personnel file, and those documents not contained in that file which are attached to the disposition worksheet.

DISPOSITION WORKSHEET

Re:	SH2368395 / IV2403564
Subject:	Edwardo Sanchez, #[redacted]
Investigator:	[redacted], Internal Affairs Bureau
Advocate:	Julia M. Valdes, Advocate

DISPOSITION OF CHARGES

The following potential charges were prepared by the Advocacy Unit. Please indicate your disposition of the potential charges, and put any additional sustained charges (with reference to the investigation) on attached sheet(s).

Potential Charge(s):

The evidence in this investigation supports the following charges:

1. That in violation of Manual of Policy and Procedures Sections 3-01/030.10, Obedience to Laws, Regulations and Orders, and/or 3-01/050.10, Performance to Standards (as it relates to 3-10/050.15, Performance to Standards – Performance Associated with the Use of Force), while on duty, on or about October 8, 2014, Deputy Sanchez failed to perform to the standards established for his rank of a patrol trained deputy sheriff and employ sound strategies and tactics that led up to a use of force, as evidenced by, but not limited the following:

    a. failing to communicate, coordinate, and/or set up a containment, as well as utilize additional resources upon observing a hand-to hand transaction of what was believed to potentially be an illegal object or substance between Suspect Romero and Suspect Jimenez; and/or,

    b. failing to detain Suspect Jimenez, after witnessing his hand-to-hand transaction with Suspect Romero and/or opting to pursue Suspect Romero, allowing Suspect Jimenez to flee; and/or,

    c. placing himself and Deputy Robles in a dangerous and potentially deadly situation by failing to identify and properly assess a potential tactical dilemma by following Suspect Romero into an alley that had limited cover and/or avenues of escape and/or offered a significant advantage to an Suspect Romero and/or Suspect Jimenez (doorway, hallway, staircase, alley, open area, etc.).

Evidence Reference:

____

Defenses/Conflicting Evidence:

____

<u>Disposition:</u>

__X__ **Charge founded as delineated**
_____ **Charge founded as modified**
_____ **Charge unresolved**
_____ **Charge unfounded**

<u>Discipline Assessment</u>

<u>Review of Applicable Guidelines for discipline Section:</u>

The Department's Guidelines for Discipline (Revised December 14, 2009) lists the following Analogous misconduct with associated disciplinary penalties:

Conduct	**Standard Discipline**
Obedience to Laws, Regulations and Orders	W/R to Discharge
Performance to Standards - Performance Associated with the Use of Force	W/R to Discharge

Determination of Discipline:

Based upon the attached assessment of mitigating and aggravating factors, the following discipline has been determined to be appropriate. This discipline is subject to revision upon receipt of the subject's response of grievance.

_____ **Discharge**
_____ **Reduction in Rank**
_X__ **Suspension with loss of pay and benefits for __5__ days**
____ **Written Reprimand**
_____ **No discipline**

Assessment of Mitigating and Aggravating Factors:

The following describe the mitigating and aggravating factors in the determining the discipline in this investigation. Those factors include:

Intent	Truthfulness
Past Performance	Severity of Infraction
Degree of Culpability	Acceptance of Responsibility
Disciplinary History	Other Factors

Management has considered the subject's performance, which is documented in the Subject's Department personnel file, and those documents not contained in that file which are attached to the disposition worksheet.



LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE
BUREAU OF FRAUD AND CORRUPTION PROSECUTIONS
JUSTICE SYSTEM INTEGRITY DIVISION

JACKIE LACEY • District Attorney
JOHN K. SPILLANE • Chief Deputy District Attorney
JOSEPH P. ESPOSITO • Assistant District Attorney

SCOTT K. GOODWIN • Director

May 20, 2015

Captain Rod Kusch
Homicide Bureau
Los Angeles Sheriff's Department
5747 Rickenbacker Road
Commerce, California 90040

RE: J.S.I.D. File #14-0645
L.A.S.D. File #014-13328-0284-055

Dear Captain Kusch:

The Justice System Integrity Division of the Los Angeles County District Attorney's Office has completed its review of the October 8, 2014, non-fatal shooting of Eduardo Romero by Los Angeles Sheriff's Department (LASD) Deputies Eduardo Sanchez and Eva Robles. We have concluded that Deputies Sanchez and Robles acted lawfully in self-defense and defense of others.

The District Attorney's Command Center was notified of the shooting at approximately 2:58 a.m., on October 8, 2014. The District Attorney Response Team, comprised of Deputy District Attorney Ann Marie Wise and District Attorney Senior Investigator [redacted] responded to the location. They were given a briefing regarding the circumstances surrounding the shooting and a walk-through of the scene.

The following analysis is based on investigative reports, firearms analysis reports, crime scene diagrams and sketches, photographic evidence, medical records, audio recordings and witness statements submitted to this office by LASD Sergeant Jeffrey Cochran and Detective Gene Morse. The voluntary statements of Deputies Sanchez and Robles were considered as part of this analysis.

FACTUAL ANALYSIS

On Wednesday, October 8, 2014, at approximately 12:58 a.m., Deputies Eduardo Sanchez and Eva Robles were in full LASD uniform and driving in a marked black and white patrol vehicle westbound on Olympic Boulevard approaching Fraser Avenue. Due to a recent gang murder in the area and information that retaliation might be planned, Sanchez and Robles were on alert for any potential gang activity. Sanchez and Robles observed four males walking westbound. Two of the males were on the north sidewalk, the other two on the south sidewalk. Sanchez, the driver, illuminated the two males on the north sidewalk with the vehicle's spotlight. One male, later identified as [redacted] ran westbound on the sidewalk, while the other male, later

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identified as Eduardo Romero, ran northbound on Fraser Avenue.[1] Sanchez and Robles initially followed [redacted] in their patrol vehicle. They observed [redacted] running while holding his waistband. Sanchez and Robles eventually observed [redacted] meet with Romero near the mouth of the east/west alley between Fraser Avenue and Clela Avenue. They then observed [redacted] handing Romero an object they believed might be a firearm. Once handed the object, Romero began running eastbound through the alley, holding his waistband as he ran. [redacted] ran northbound on Fraser, causing Sanchez and Robles to lose sight of him as they followed Romero in their patrol vehicle. Romero ran east and then northeast through a parking lot before running southwest back to the alley. Romero ignored multiple commands to stop and ran into the alley heading west. The deputies followed Romero, eventually backing into the alley to pursue Romero. Romero crossed to the south side of the alley, then passed the front of the patrol vehicle as he ran east toward the entrance of the alley.

Romero stumbled while running, and Sanchez stopped the patrol vehicle approximately fifteen feet west of Romero, facing out towards the entrance of the alley. As Romero began to stand up, he removed a revolver from his waistband area. Robles, seated in the passenger seat, alerted Sanchez that Romero had a gun. Romero turned to his right and pointed the revolver at Robles as she positioned herself behind the passenger side door of the vehicle. Robles yelled, "Drop the gun!" as she exited the vehicle. Romero continued to point the gun at Robles and was moving the weapon so it was also pointed at Sanchez. In fear that Romero was about to shoot one or both of them, Sanchez and Robles each fired their service weapons. They continued firing until Romero fell to the ground approximately six feet from the patrol vehicle.[2]

Sanchez radioed for backup as he and Robles kept their weapons trained on Romero. The revolver was in Romero's right hand, which was now situated under his body. Deputies Diaz and Miller arrived in response to their call and observed both Sanchez and Robles standing behind their open vehicle doors with their service weapons pointed toward Romero. Sanchez advised them that Romero was still armed. Additional units arrived and Deputies Diaz, Ortiz and Sanchez approached Romero. Once Romero was moved from his side to his back, Diaz observed a gun approximately six inches from Romero's right hand, which had been under his body. Diaz kicked the firearm away from Romero, who was then taken into custody.[3] The firearm was a loaded .38 caliber revolver.[4]

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[1] Both [redacted] and Romero are members of the criminal street gang known as "Choppers 12." Both were dressed in what Sanchez and Robles described as gang attire.

[2] Sanchez fired his service weapon six to eight times. Robles fired her service weapon eight to ten times.

[3] Witness [redacted] was awoken by the sound of the patrol vehicle's engine in the alley just north of his residence. He heard a female yell, "Don't move, don't move!" followed by several gunshots. [redacted] looked out his bedroom window and observed a male deputy kick a gun loose from in or near Romero's right hand. Witness [redacted] was awoken by shouts of, "Don't move!" followed by gunshots. When [redacted] looked out of his window, he observed Romero on the ground with a gun in his right hand before a deputy walked over and kicked the gun away.

[4] DNA testing was done on the firearm. A swab of the firearm was found to contain a mixture of at least three individuals. Due to the complexity of the mixture, no conclusions could be made regarding whether Romero or [redacted] were contributors to that mixture.

Romero was struck by multiple gunshots to the right upper arm, forearm, lower left leg, anterior left leg and buttocks.[5] Romero survived his injuries and was interviewed by Detectives Morse and Cochran while in the hospital.

Romero stated the reason he ran from Sanchez and Robles was because he had a gun. Romero declined to tell detectives where he obtained the firearm and terminated the interview before they could ask him about having pointed the gun at deputies.[6]

LEGAL ANALYSIS

California law permits the use of deadly force in self-defense or the defense of others if the person claiming the right of self-defense or the defense of others actually and reasonably believed that he or another was in imminent danger of great bodily injury or death. Penal Code § 197; *People v. Randle* (2005) 35 Cal.4th 987, 994 (overruled on another ground in *People v. Chun* (2009) 45 Cal.4th 1172, 1201); *People v. Humphrey* (1996) 13 Cal.4th 1073, 1082; *see also,* CALCRIM No. 505.

In protecting himself or another, a person may use all the force which he believes reasonably necessary and which would appear to a reasonable person, in the same or similar circumstances, to be necessary to prevent the injury which appears to be imminent. CALCRIM No. 3470. If the person's beliefs were reasonable, the danger does not need to have actually existed. *Id.*

"Where the peril is swift and imminent and the necessity for action immediate, the law does not weigh in too nice scales the conduct of the assailed and say he shall not be justified in killing because he might have resorted to other means to secure his safety." *People v. Collins* (1961) 189 Cal.App.2d 575, 589. "The 'reasonableness' of a particular use of force must be judged from the perspective of a reasonable officer on the scene, rather than the 20/20 vision of hindsight....The calculus of reasonableness must embody allowance for the fact that police officers are often forced to make split-second judgments – in circumstances that are tense, uncertain, and rapidly evolving – about the amount of force that is necessary in a particular situation." *Graham v. Conner* (1989) 490 U.S. 386, 396-397.

Sanchez and Robles fired their service weapons in response to Romero pointing a loaded firearm at them. Romero failed to drop the weapon as commanded and appeared to be about to shoot Sanchez and/or Robles. Under these circumstances, both Sanchez and Robles were justified in using deadly force. Sanchez and Robles' accounts of the incident are corroborated by the first deputies to arrive on scene, who saw a firearm near Romero's right hand, as well as by the two civilian witnesses.

[5] Some of these injuries were exit wounds.

[6] Romero is charged with violating Penal Code section 245(D)(1) and other offenses related to this incident in case BA430282. That matter is currently set for pretrial on May 26, 2015

CONCLUSION

We find that Deputies Sanchez and Robles acted lawfully in self-defense and the defense of others when they used deadly force against Eduardo Romero. We are closing our file and will take no further action in this matter.

CONTENTS NOTED R.A. KUSCH 6-1-15

Very truly yours,

JACKIE LACEY
District Attorney

By

ANN MARIE WISE
Deputy District Attorney
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c: Deputy Eduardo Sanchez, #[redacted]
Deputy Eva Robles, #[redacted]